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4 BILL NO. S-77-01-16

5 SPECIAL ORDINANCE NO. S-20-77

6 AN ORDINANCE approving a contract
7 with Wayne Asphalt & Construction
8 Company, Inc., for Resolution No.
9 5741-1976.


10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
11 FORT WAYNE, INDIANA:

12 SECTION 1. That the contract dated December 13,
13 1976, between the City of Fort Wayne, by and through its Mayor
14 and the Board of Public Works and Wayne Asphalt & Construction
15 Company, Inc., for:


16 Resolution No. 5741-1976: Coombs St. and Sinclair
17 St.: Coombs St. from the north curb line of
18 Wayne Street to the south side of the Maumee River
19 Bridge, Sinclair Street from the west property
20 line of Leora Street to the west curb line of
21 Oakland Street,

22 for a total cost of \$27,223.50, all as more particularly set forth
23 in said contract which is on file in the Office of the Board of
24 Public Works and is by reference incorporated herein, made a part
25 hereof and is hereby in all things ratified, confirmed and
26 approved.

27 SECTION 2. This Ordinance shall be in full force
28 and effect from and after its passage and approval by the Mayor.
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34 Councilman

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APPROVED AS TO FORM
AND LEGALITY.

CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City County Building, Fort Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 1-11-77

Charles W. Westernman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>				
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
HUNTER	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS	<u>✓</u>				
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 1-25-77

Charles W. Westernman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION)

ORDINANCE (RESOLUTION) No. 8-20-77 on the 25th day of Jan, 1976.

ATTEST: (SEAL)

Charles W. Westernman
CITY CLERK

John G. Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of January, 1976, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Westernman
CITY CLERK

Approved and signed by me this 28th day of January, 1976, at the hour of 11:00 o'clock a. M., E.S.T.

Ralph E. Armstrong
MAYOR

Bill No. S-77-01-16

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance
Approving a contract with Wayne Asphalt & Construction Company, Inc.,
for Resolution No. 5741-1976

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

D. Schmidt
Vivian G. Schmidt
Paul M. Burns
Samuel J. Talarico

1-25-77
DATE 1-25-77 CONCURRED IN
CHARLES W. BOWMAN, CITY CLERK

PROJECT COOMBS AND SINCLAIR ST.

ANALYSIS SHEET

DATE 11/17/76RES. NO. 5791MATERIAL ASP.

OFFICE OF CITY ENGINEER

FORT WAYNE INDIANA

CONTRACTORS			ESTIMATE	EXTENSION	Wayne Asphalt & Construction Co. Inc.		Hipskind Asphalt Corporation	
STREETS — ALLEYS — SIDEWALKS	QUAN	UNIT MATERIAL			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
22	Sq. Yd.	PAVEMENT REMOVAL	5.00	4,610.00	1.75	1,113.50	1.20	1,104.10
150	TON	HOT ASP. BINDER	17.50	13,125.00	14.95	11,212.50	15.00	11,250.00
70	TON	" " SURFACE	17.50	9,975.00	15.50	8,835.00	16.00	9,120.00
.75	TON	JOINT AND CRACK SEALER	500.00	875.00	350.00	612.50	400.00	700.00
31	EACH	CATCH BASIN ADJUSTED	150.00	4,650.00	125.00	3,875.00	175.00	5,425.00
8	EACH	M.H. ADJUSTED	150.00	1,200.00	100.00	800.00	150.00	1,200.00
1	EACH	WATER VALVE ADJUSTED	60.00	660.00	25.00	275.00	30.00	330.00
TOTAL				35,095.00		27,223.50		29,131.40

L.W. Dilling, Inc.		Brooks Construction Company, Inc.		Richt-Riley Construction, Inc.	
UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
4.00	3,688.00	4.50	4,140.00	2.00	1,841.00
12.00	12,000.00	16.50	12,375.00	19.10	14,325.00
16.50	9,405.00	18.00	10,260.00	20.55	11,713.50
125.00	1,750.00	800.00	1,400.00	615.00	11,511.25
100.00	3,100.00	120.00	3,720.00	115.00	3,665.00
100.00	800.00	120.00	960.00	115.00	920.00
60.00	660.00	75.00	825.00	25.00	275.00
31	403.00	33	689.00	33	823.75

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5741-76 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before July 30, 1977 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____

day of _____, 19____

WAYNE ASPHALT & CONSTRUCTION CO., INC.

BY: CK Stewart

ITS: C. K. STEWART, PRES.

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Henry P. W. [Signature]
Edward W. [Signature]
[Signature]
Rahel [Signature]
Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

[Signature]
CITY ATTORNEY

GUARANTY BOND

Know All Men by These Presents, That we-----

-----WAYNE ASPHALT & CONSTRUCTION COMPANY, INC.-----Contractors

as principal, and -----

-----UNITED STATES FIDELITY AND GUARANTY COMPANY-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWENTY SEVEN THOU-
SAND, TWO HUNDRED TWENTY-THREE DOLLARS AND FIFTY CENTS -----

-----(\$ 27,223.50)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -----

-----WAYNE ASPHALT & CONSTRUCTION COMPANY, INC.-----

did on the ----- day of -----

-----, enter into a contract with the City of Fort Wayne to ^{Resurface} ~~construct~~ a

----- Pavement

on Res. #5741-76 Coombs & Sinclair Sts ~~xxxxx~~ Street from Coombs Street from the north curb
line of Wayne Street to the south side of the Maumee River Bridge. Sinclair Street
from the west property line of Leora Street to the west curb line of Oakland Street.

----- according to certain plans and specifications, and

also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said -----

WAYNE ASPHALT & CONSTRUCTION COMPANY, INC. shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 2 day of December, 1976

YASTE, ZENT & RYE, INC.
Authorized Agents

BY: William C. Zwick

WAYNE ASPHALT & CONSTRUCTION CO., INC. (SEAL)

BY: CK Stewart STEWART, PRES. (SEAL)
UNITED STATES FIDELITY & GUARANTY
ITS: Lois J. Ross (SEAL)
Attorney-in-fact

Approved this 13 day of December, 1976

Harold P. McWhorter
Edw. W. Lamm
May G. Scott
Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we -----

-----WAYNE ASPHALT & CONSTRUCTION COMPANY, INC.-----

as principal, and -----UNITED STATES FIDELITY AND GUARANTY COMPANY-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWENTY SEVEN

THOUSAND, TWO HUNDRED TWENTY-THREE DOLLARS AND FIFTY CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

----- (\$ 27,223.50)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the -----

day of -----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 2 day of December, 1976

YASTE, ZENT & RYE, INC.

Authorized Agents

BY: Arthur C. Funch

WAYNE ASPHALT & CONSTRUCTION CO., INC. (SEAL)

BY: C. K. Stewart C. K. STEWART, PRES. (SEAL)
UNITED STATES FIDELITY & GUARANTY

ITS: James I. Ross (SEAL)

Attorney-in-fact

(SEAL)

Approved this 13 day of December, 1976

Henry P. Whisenand
Edward W. Carr
May G. Scott
Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

NOVEMBER 29, 1976

GENERAL POWER OF ATTORNEY

No. 86572

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Ross

of the City of Fort Wayne, State of Indiana,
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Ross

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 9th day of January, A. D. 1976

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Thomas A. Zecha
Vice-President.

(SEAL) (Signed) Ray H. Britt
Assistant Secretary.

STATE OF MARYLAND, } ss:
BALTIMORE CITY, }

On this 9th day of January, A. D. 1976, before me personally came Thomas A. Zecha, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Ray H. Britt, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Thomas A. Zecha and Ray H. Britt were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company. My commission expires the first day in July, A. D. 19...78...

(SEAL) (Signed) Herbert J. Aull
Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, } Set.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 9th day of January, A. D. 1976

(SEAL) (Signed) Robert H. Bouse
Clerk of the Superior Court of Baltimore City.

TITLE OF ORDINANCE SPECIAL ORDINANCE - Contract of Wayne Asphalt & Const. on Res. 5741-1976DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKSSYNOPSIS OF ORDINANCE Contract of Wayne Asphalt & Construction Co., Inc. in amountof \$27,223.50 provides for resurfacing of Coombs Street from Wayne to MaumeeRiver Bridge and Sinclair Street from Leora Street to Oakland Street.This was the low of five bids received.(SEE TABULATION ATTACHED)EFFECT OF PASSAGE Provide needed pavement restorationEFFECT OF NON-PASSAGE Failure to provide improvement awarded to low bidderMONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Cost to City from Revenue Sharing
\$27,223.50.

ASSIGNED TO COMMITTEE

Moses - Parker Dukes